



AGENDA ENFIELD TOWN COUNCIL REGULAR MEETING

**Monday, November 10, 2014
7:00 p.m. – Council Chambers**

1. **PRAYER – Bill Lee**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL.**
4. **FIRE EVACUATION ANNOUNCEMENT.**
5. **MINUTES OF PRECEDING MEETINGS.**
 - **Special Meeting – October 20, 2014**
 - **Regular Meeting – October 20, 2014**
6. **SPECIAL GUESTS.**
7. **PUBLIC COMMUNICATIONS AND PETITIONS.**
8. **COUNCILMEN COMMUNICATIONS AND PETITIONS.**
9. **TOWN MANAGER REPORT AND COMMUNICATIONS.**
10. **TOWN ATTORNEY REPORT AND COMMUNICATIONS.**
11. **REPORT OF SPECIAL COMMITTEES OF THE COUNCIL.**
 - **Enfield High School Renovation Building Committee**
12. **OLD BUSINESS.**
 - A. **Appointment(s) - Town Council Appointed.**
 1. **Ethics Commission (Alternate) – A Vacancy Exist for a Regular Member (R). Replacement Would be Until 10/31//2014.(Tabled 12/06/2010)**
 2. **Ethics Commission (Alternate) – A Vacancy Exist Due to the Regular Appointment of Ben Ide (U). Replacement Would be Until 10/31/2015.(Tabled 12/06/2010)**
 3. **Connecticut Water Company Advisory Council Enfield Representatives- A Vacancy Exist Due to a Resignation (R). Replacement Would be Until 01/01/2016. (Tabled 04/16/2012)**

4. **Connecticut River Assembly** – The Term of Office of William Garner, Regular (D) Expired on 01/12/2013. Reappointment or Replacement Would be Until 01/12/2016. (Tabled 02/04/2012)
5. **Area 25 Cable Television Advisory Committee** - The Term of Office of William St. George (I) Expired 06/30/2012. Reappointment or Replacement Would be Until 06/30/14. (Tabled 04/15/2013)
6. **Ethics Committee**- A Vacancy Exists Due to the Three Consecutive Terms of Kenneth Varriale (U). Replacement Would Be Until 10/31/2015.(Tabled 10/21/13)
7. **North Central District Health Department Board of Directors, Enfield Representative** – A Vacancy Exists Due to the Resignation of David Wawer (R), Replacement Would Be Until 06/30/2016. (Tabled 01/06/14)
8. **Enfield Revitalization Committee**- The Term of Office of Kelly Davis (D) Expires 04/30/2014. Reappointment or Replacement Would be Until 04/30/2017. (Tabled 04/21/14)
9. **Enfield Revitalization Committee**- The Term of Office of Robert LeMay (D) Expires 04/30/2014. Reappointment or Replacement Would be Until 04/30/2017. (Tabled 04/21/14)
10. **Zoning Board of Appeals**- A Vacancy Exists Due to the Resignation of Jake Keller (R). Replacement Would be Until 12/31/2015. (Tabled 04/21/14)
11. **Area 25 Cable Television Advisory Committee**- The Term of Office of Stephen Moriarty (U) Expired 6/30/2014. Reappointment or Replacement Would be Until 6/30/2016. (Tabled 09/15/2014)
12. **River Valley CT Central Regional Tourism District** - The Term of Office of Gertrude Dorous (D), Expired 06/30/14. Reappointed or Replacement Would be Until 06/30/2016. (Tabled 09/15/2014)
13. **Commission on Aging** - A Vacancy Exists Due to the Resignation of Mary Vosburgh (U). Replacement Would be Until 12/31/2016. (Tabled 10/20/2014).

B. Appointment(s) - Town Manager Appointed/Council Approved.

1. **Housing Code Appeals Board (Alternate)** - The Term of Office of Constance P. Harmon (R) Expired on 05/01/2001. Replacement Would be Until 05/01/2016. (Tabled 05/07/2001)
2. **Housing Code Appeals Board (Alternate)** - The Term of Office of Lawrence P. Tracey, Jr. (R), Insurance, Expired 05/01/2006. Replacement Would be Until 05/01/2016. (Tabled 05/01/2006)
3. **Building Code Appeals Board** – A Vacancy Exist for Contractor (D), Expired 11/01/2004. Replacement Would be Until 11/01/2016. (Tabled 11/25/2004)
4. **Building Code Appeals Board** - A Vacancy Exists Due to the Resignation of Kenneth J. Bergeron, (D) Chairman, Architect. Replacement Would be Until 11/01/2016. (Tabled 10/16/2006)

5. **Fair Rent Commission** – The Term of Office of Samuel McGill (D), Expired 06/30/2008. Replacement Would be Until 06/30/2016.
 6. **Fair Rent Commission** – The Term of Office of William Fausel, (D), Tenant Expired 06/30/2011. Reappointment or Replacement Would be Until 06/30/2015. (Tabled 01/17/2012)
 7. **Fair Rent Commission** – The Term of Office of Louise Halle, Tenant, Expired 06/30/2011. Reappointment or Replacement Would be Until 06/30/2015. (Tabled 01/17/2012)
 8. **Building Code Appeals Board** - A Vacancy Exists Due to the Resignation of Howard Coro, (D). Replacement Would be Until 11/01/2018. (Tabled 02/04/2013)
 9. **Fair Rent Commission** – The Term of Office of Robert Stefanik (D), Homeowner Expired 06/30/2013. Reappointment or Replacement Would be Until 06/30/2015. (Tabled 07/01/2013)
 - C. **Discussion:** Establish Community Center Study Committee. (Develop Charge and Appoint Members) (Tabled 01/05/2009)
 - D. **Discussion:** Disposition of Town-Owned Surplus Personal Property.
 - E. **Discussion:** Discussion of Acquisition of 350 Enfield Street, Connecticut Water. (Tabled 05/28/2014)
 - F. **Discussion/Resolution:** Resolution Regarding the Referral to Planning and Zoning Commission for the Proposed Discontinuance of a portion of the ROW for Neelans Road (Tabled 10/06/2014)
13. **NEW BUSINESS.**
- A. **Consent Agenda – Action.**
 - B. **Appointment(s)–Town Council Appointed.**
 1. **Clean Energy Committee-** A Vacancy Exists due to the Amendment of Resolution #9541. Appointment Would Be Until 3/17/2018.
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 - C. **Appointment(s) – Town Manager Appointed/Council Approved.**
 - D. **Discussion:** Higgins Park on the Green.

14. ITEMS FOR DISCUSSION.

A. ****Consent Agenda – Review.**

B. **Appointment(s) - Town Council Appointed.**

1. **Planning and Zoning Commission:** A Vacancy Exists for an Alternate Position (R). Replacement Would be until 12/31/2015.
2. *****Housing Authority –** The Term of Office of Mary Ellen Kuraska Expires 11/30/2014. Reappointment or Replacement Would be Until 11/30/2019.

C. **Appointment(s) – Town Manager Appointed/Council Approved**

1. **Building Code Appeals Board-** The Term of Office of Gary Sullivan, Engineer Expired on 11/01/2014. Reappointment or Replacement Would be Until 11/01/2019.

D. ****Discussion/Resolution:** Request for Transfer of Funds for Technology Equipment \$32,700.

E. ****Discussion/Resolution:** Request for Transfer of Funds for Youth Services Grant \$23,286.

F. ****Discussion/Resolution:** Request for Transfer of Funds for Family Resource Center \$17,915.

G. ****Discussion/Resolution:** Request for Transfer of Funds for Planning Consultant \$14,200.

H. ****Discussion/Resolution:** Resolution Authorizing the Town Manager to Enter Into Agreement with the LEGO Children's Fund.

I. ****Discussion/Resolution:** Resolution Setting A Public Hearing To Amend The Town Code Of Enfield, Appendix A, Waterways, Article 1, Section 2-49.

J. ****Discussion/Resolution:** Resolution Authorizing the Town Manager to Enter Into a Multi-Year Lease to Maintain Municipal Technology Refresh Plan.

K. ****Discussion/ Resolution:** Resolution Authorizing the Town Manager to Enter Into Agreement with Transit Oriented Development Planning Grants.

L. ****Discussion/Resolution:** Resolution Authorizing the Town Manager to Enter Into Agreement with the State Department of Emergency Management and Homeland Security.

M. **Discussion:** Ethic Commission; Code of Ethics.

15. MISCELLANEOUS.

16. PUBLIC COMMUNICATIONS/APPLIES ONLY IF PRIOR TO 11:00 p.m.

17. COUNCILMEN COMMUNICATIONS.

18. ADJOURNMENT.

* REMOVE FROM AGENDA
** MOVE TO MISCELLANEOUS
*** WOULD LIKE TO BE CONSIDERED FOR REAPPOINTMENT

**ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING
MONDAY, OCTOBER 20, 2014**

The Special Meeting of the Enfield Town Council was called to order by Acting-Chairman Lee in the Enfield Room of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Monday, October 20, 2014 at 5:30 p.m.

ROLL-CALL - Present were Councilmen Bosco, Cekala, Deni, Edgar, Hall, Lee, Mangini, Stokes and Szewczak. Councilmen Kaupin entered at 5:39 p.m. Councilman Arnone was absent. Also present were Town Manager Matthew Coppler, Assistant Tow Manager Derrik Kennedy, Assistant Town Manager of Development Services Courtney Hendricson, Town Attorney Kevin Deneen, Town Clerk Suzanne Olechnicki.

MOTION #2891 by Councilman Mangini, seconded by Councilman Hall to go into Executive Session to discuss Personnel Matters, Pending or Threatened Litigation and Real Estate Negotiations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #2891** adopted 9-0-0 and the meeting stood recessed at 5:31 p.m.

EXECUTIVE SESSION

The Executive Session of the Enfield Town Council was called to order by Acting-Chairman Lee at 5:32 p.m.

ROLL-CALL - Present were Councilmen Bosco, Cekala, Deni, Edgar, Hall, Lee, Mangini, Stokes and Szewczak. Councilmen Kaupin entered at 5:39 p.m. Councilman Arnone was absent. Also present were Town Manager Matthew Coppler, Assistant Tow Manager Derrik Kennedy, Assistant Town Manager of Development Services Courtney Hendricson, Town Attorney Kevin Deneen, Town Clerk Suzanne Olechnicki.

Chairman Kaupin recessed the Executive Session at 6:57 p.m., reconvened the Special Meeting at 6:58 p.m. and stated that during Executive Session, Personnel Matters, Pending or Threatened Litigation and Real Estate Negotiations were discussed with no action or votes being taken.

ADJOURNMENT

MOTION #2892 by Councilman Mangini, seconded by Councilman Stokes to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #2892** adopted 10-0-0 and the meeting stood adjourned at 6:59 p.m.

Suzanne F. Olechnicki
Town Clerk/Clerk of the Council

**ENFIELD TOWN COUNCIL
MINUTES OF A REGULAR MEETING
MONDAY, OCTOBER 20, 2014**

The Regular Meeting of the Enfield Town Council was called to order by Chairman Kaupin in the Council Chambers of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Monday, October 20, 2014. The meeting was called to order at 7:10 p.m.

PRAYER – The Prayer was given by Chairman Kaupin.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was recited.

ROLL-CALL – Present were Councilmen Bosco, Cekala, Deni, Edgar, Hall, Kaupin Lee, Mangini, Stokes and Szewczak. Councilman Arnone was absent. Also present were Town Manager, Matthew Coppler; Assistant Town Manager, Derrik Kennedy; Town Clerk, Suzanne Olechnicki; Town Attorney, Kevin Deneen; Director of Public Works, Jonathan Bilmes; Deputy Director of Public Works, Billy Taylor; Recreation Supervisor, Mary Keller; Assistant Town Engineer, John Cabibbo; Courtney Hendricson, Assistant Town Manager of Development Services; ROADS Engineer, Donald Nunes

FIRE EVACUATION ANNOUNCEMENT

Chairman Kaupin made the fire evacuation announcement.

MINUTES OF PRECEDING MEETINGS

MOTION #2893 by Councilman Mangini, seconded by Councilman Hall to accept the minutes of the October 6, 2014 Special Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #2893** adopted 10-0-0.

MOTION #2894 by Councilman Mangini, seconded by Councilman Deni to accept the minutes of the October 6, 2014 Regular Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #2894** adopted 9-0-1, with Councilman Stokes abstaining.

SPECIAL GUESTS

Chairman Kaupin read a proclamation to honor the 50th anniversary of Allied Community Services. Carol Bohnet, President & CEO accepted the proclamation.

PUBLIC COMMUNICATIONS & PETITIONS

Elizabeth Davis, 201 North Maple Street & Kevin Kibbe, 47 Asnuntuck Street

Spoke about the need to address cyber bullying and the need to bring awareness to this problem.

Jack Sheridan, 7 Buchanan Road

Thanked the Town for doing a great job addressing the sinkhole problem on South Maple Street.

COUNCILMEN COMMUNICATIONS & PETITIONS

Councilman Mangini commended all those involved in organizing the recent Jack-O-Lantern Festival. She thanked everyone who participated in this activity. She noted she'd like to see this activity continue and suggested they explore corporate sponsorship for this event.

Councilman Mangini stated she would like speeding on Donna Street addressed. She questioned when the radar machine will be available for this street.

Councilman Deni stated the plaque ceremony on the Town Green went well. He thanked Building & Grounds for installing the plaque.

Councilman Deni stated he has received complaints about manholes on Brainard Road as well as fencing for Brainard School.

Councilman Deni stated he received an email concerning voting locations, and it appears the voting locations will not be changing from the gymnasiums, and he is a little disturbed about that.

Councilman Hall stated literacy volunteers are having their first annual "Girls Night Out" fundraiser, which is scheduled for October 29th at the Holiday Inn from 6:00 to 9:00 p.m. She noted this event will have a variety of interactive exhibits related to women's health, beauty, fashion, food, etc. She stated advanced tickets for \$20.00 are available through www.evenbrite.com. She added tickets will be available at the door for an extra \$5.00. She noted this is to benefit Literacy Volunteers of Northern Connecticut.

Councilman Edgar stated he's opposed to the voting place changes at Enfield Street School and Henry Barnard School. He feels this really prevents older citizens or handicapped citizens from getting in to vote. He believes the excuse of using an absentee ballot is not valid.

Councilman Edgar pointed out nothing has been done about the manholes on Brainard Road, which are at least an inch lower than the pavement.

Councilman Edgar stated he previously requested lighting in the Pearl Street/High Street area. He noted he'd like a response to this.

Councilman Lee stated the 2nd annual art show and art sale is being sponsored by Tobacco Valley Artists at Center Court at the Enfield Square. He noted this will start at 10:00 a.m. on Saturday and will run until 6:00 p.m. Sunday. He stated there will be over 30 artists represented this year.

Chairman Kaupin thanked residents and businesses from Thompsonville that came out on Tuesday, October 7th for the Thompsonville Talk Forum. He noted there was great attendance, and another forum will be held in January.

He thanked everyone who participated in the Jack-O-Lantern Festival.

Chairman Kaupin stated the Knights of Columbus is celebrating their 125th anniversary, and they will be having an event on Sunday at the K of C Hall. He noted the Town will be presenting them with a proclamation and thanking the Knights of Columbus for their service to Enfield.

He stated on Wednesday, October 29th, there will be a Business Education Forum Career Convention from 8:00 a.m. to 11:00 a.m. at Enrico Fermi High School gymnasium.

Chairman Kaupin stated on Saturday, November 1st from 11:00 a.m. to 4:00 p.m., Enfield will be having a Falloween Festival, and this event will take place in Thompsonville along North Main Street and Freshwater Pond. Mr. Kennedy added around 5:30 p.m., there will be a family movie on the Higgins Green.

He stated due to Election Day in November, Town Council meetings will be November 10th and November 17th.

Chairman Kaupin stated the Veterans Day Parade is scheduled for Sunday, November 9th at 1:00 p.m. along the usual parade route.

He referred to Ms. Davis and Mr. Kibbe's comments about cyber bullying and expressed his appreciation to them for bringing up this topic. He noted the Town does have a Suicide Prevention Steering Committee that has been dealing with bullying issues within the school system. He noted this Steering Committee does more than address suicide prevention, they also address a lot of the socialization issues they have within the school system, and they're starting to branch out. He noted cyber bullying might be a topic which this group can address.

Chairman Kaupin urged residents to be patient regarding paving projects. He noted October and November are busy paving times because of the temperatures.

TOWN MANAGER REPORT & COMMUNICATIONS

Present from the Department of Public Works were Deputy Director of Public Works, Billy Taylor, ROADS Engineer, Donald Nunes and Assistant Town Engineer, John Cabibbo.

Mr. Nunes stated the Town currently has approximately \$15.5 million dollars worth of projects on the street at this time, encompassing 34 miles of town roads. He noted out of the \$15.5 million dollars, \$9 million dollars is for reconstruction projects which address six miles of town roads, and \$6.5 million dollars is part of the pavement preservation program, which addresses 28 miles of town roads.

He stated Raffia east, which is known as Section 2D, is 1.5 miles of reconstruction, which involves Play, Cora, Sky and Sun Streets, and those streets are completed.

He noted Thompsonville west, which is Section 1G, is approximately 1.2 miles of reconstruction, which involves Cottage Green, Keller Ave, Thompson Court, Martin Street, Northwood, Prospect, Tariff and West Street. He noted this project is completed, except for driveway aprons on Cottage Green and some punch list items.

He stated Thompsonville south, which is known as Section 1F, is 1.6 miles of reconstruction, which consists of Claremont, Edward and Gorman Avenues, Garden, Harris, John and Keller Court, Meadow, Mountain View, New King, Roseland and Woodward Avenue. Woodward Avenue, Harris, Mountain View, John and Edward will be completed this year in their entirety, and at this time they're working at getting drainage done on Edward, Claremont, Meadow and Roseland. He noted this project will be scheduled to be completed June 30, 2015.

Mr. Nunes stated 2014 road reconstruction involves 1.5 miles of a reconstruction project, which consists of Ridge Road, Rocket Run, Bon, Kimberly and Eileen Street. He noted the only thing remaining on Ridge Road is the aprons.

He referred to the Mullen Road culvert crossing project and noted they're currently out to bid, and the bids will open on November 19th with a construction date of July or August, 2015.

Mr. Nunes stated the 2014 pavement preservation program consists of 48 street segments and equates to 28 miles. He noted 40 streets have been completed, and there are eight remaining. He stated those eight streets remaining include South Road, North Road, Moody Road, Taylor Court, Abbe Road, Hummingbird Lane, Stardust Drive and Charnley Road. He stated this is still scheduled to be completed by November 14, 2014.

He stated they are working on line striping, and there are a variety of things happening with multiple crews.

Councilman Edgar questioned if the drainage problem at 6 Sky Street has been resolved, and Mr. Cabibbo responded no, but the Town has a meeting scheduled with that resident on Wednesday morning.

Councilman Deni stated he has been getting calls about low manholes on Brainard Road and Cartier Road. Mr. Taylor stated the Council previously brought up the manhole issue and hopefully the Council received a response to the list of questions posed that evening. He noted the specification allows for anything less than one inch lower than the finished pavement, which means anything exceeding the one inch will be adjusted. He stated it's estimated there are about 1,000 manholes involved in the pavement preservation project, and so far, they're aware of ten to 20 manholes that may be outside the specification, and those will be adjusted.

Councilman Lee noted some manholes are higher, and he can email the location of those manholes to Public Works.

Mr. Coppler stated a request was received from Ramblers Football to relocate light poles from JFK Middle School to a practice field at Enfield High School.

After a few inquiries about the usage of the light poles at JFK, Mr. Coppler explained the light poles at JFK aren't currently operating and serve no purpose at that location. He noted that if the light poles are relocated to the practice field at Enfield High School, those lights can be shared by all the users of that practice field.

It was the consensus of the Council to move forward with this request.

Mr. Coppler stated the Town interrupted the demolition of the old Brainard School because it started without a permit. He noted he will check into the fencing at that site.

Mr. Coppler read the following communication from Registrar of Voters, David Wawer:

"The Town of Enfield has four election sites, one located within each Council district. There was a change with one site at the beginning of 2014 because of construction schedules at the new high school. Enfield Street School was agreed upon by both Registrars as the new District #2 voting site. The Town Council concurred with the building change. The August primary election was conducted at Enfield Street School in the gymnasium. The gymnasium is the most appropriate location to conduct voting with the modern scanner system. The gymnasium is strategically located with the quickest access to the building for the large elderly/handicapped senior citizen population. The special handicap/senior citizen/elderly parking area adjacent to the side door of the gym does not require climbing stairs or using handicap ramps. The Registrar's Office recognizes the emphasis state election law places on handicap access to buildings used for elections. Public Works has worked with the Registrar's Office to develop enhanced signage for elections, including signs designating temporary handicap parking areas adjacent to the voting sites. HAVA voting, another requirement of state law, occurs in the gymnasium. The gymnasium is set up for such voting. Voting room design and many

other state requirements are factored into the conducting of elections today. Significant change has occurred since optical scanners were mandated for use beginning in 2007. Registrars and State of Connecticut election officials review annual changes to state statutes mandated by the State Legislature with respect to election laws and implement such changes as prescribed.”

Councilman Mangini stated she still doesn’t understand how this will alleviate or encourage handicapped citizens and those that have visual issues. She noted it’s the actual location that’s of concern. She questioned why the location was changed from the all purpose room to the gymnasium.

Chairman Kaupin stated Educational Resources for Children has a lease, which includes the all purpose room, and they operate on Election Day even though the schools are closed.

Councilman Hall questioned whether Mr. Wawer can come to a future meeting so that the Council can hear his rationale.

Councilman Deni stated his belief the current location is not conducive to older people.

Councilman Edgar questioned why nothing was said previously about the usage of the all purpose rooms. Councilman Lee stated he called Mr. Wawer today and asked him for more information, and he was told the primary reason is that the distance between the parking area to the gymnasium is a shorter distance than the parking area to the multi-purpose room. He noted when they proposed their changes to the Secretary of State, the first rule they were to follow was to make it as close as possible.

Councilman Cekala stated ERFC is always great about moving to other rooms when necessary.

Chairman Kaupin suggested seeing how the election goes with the Town supporting the process as much as possible with signage, lighting, etc.

Chairman Kaupin stated last week the Department of Public Safety was awarded best overall Impaired Driving Enforcement Program in 2013 in the State of Connecticut. He noted this was part of the Connecticut Law Enforcement Challenge sponsored by the Connecticut Chiefs of Police Association in conjunction with the State of Connecticut DOT. He noted this reflects the Enfield Police Department’s commitment and dedication to keeping the roads safe.

Councilman Deni questioned whether the area will be cleaned up across from Caronna’s Market where there are piles of dirt and heavy equipment. Mr. Coppler stated he’s not sure if those are Town or utility contractors. He noted if the area is left in a blighted condition, the Town would have enforcement opportunities. He stated this will be looked into.

Councilman Edgar raised the issue concerning Thompsonville lighting not being sufficient. He also stated his understanding a light pole was taken down by the construction in Thompsonville. Mr. Coppler indicated lighting in Thompsonville is being looked into.

TOWN ATTORNEY REPORT & COMMUNICATIONS

Attorney Deneen indicated he had not formal report this evening.

REPORTS OF SPECIAL COMMITTEES OF THE COUNCIL

Enfield High School Renovation Building Committee

Councilman Cekala stated the bids came in for everything except electrical and security. She noted bids are coming in lower. She stated they're about a week ahead of schedule for concrete. She noted 35% of the structural steel has been done on the Fermi wing and building permits have been submitted. She stated she sent an email to the Building Committee to learn when they can come to a Council meeting to provide an update.

Mr. Coppler stated he spoke to Randy Daigle, the Chairman of the Enfield High School Building Committee about the Committee coming to a Council meeting for an update, and he will be coming back with a date.

Councilman Szewczak stated the topping off of the steel is projected for November 12th with a rain date of November 13th. She noted there won't be a ceremony, but a steel beam will be available for signings.

Councilman Mangini stated she attended a CCM legislative committee meeting on Thursday. She noted she has information on the DEEP draft MS4 permit, which she forwarded to the Town Manager. She explained this has to do with stormwater drainage discharge, and they're looking for all municipalities to participate in a survey. She noted DEEP is proposing regulating all municipalities using a two-tiered permit program, which can impose significantly costly unfunded, unrealistic mandates. She stated the Town needs to jump in and make sure they won't be imposed upon by the State any more than they already are.

She stated they had several committee reports and actions they will take on the legislative level. She highlighted those areas as follows:

- Education – asking relief from Special Education mandates; MBR burden of proof and alleviate the MBR by reflecting actual costs
- Municipal law liability insurance, which will provide relief to municipalities from unfunded mandates by modifying requirements for posting legal notices in newspapers to allow municipalities to publish a summary of notices on their website

- Allowing operating costs, including rent and office supplies of probate courts to come from the State probate fees
- A constitution amendment or statutory prohibition to prohibit the passage of unfunded or underfunded state mandates without a two-thirds vote of both the chambers of the General Assembly
- Eliminate the State tax on municipal health insurance premiums
- For public safety crime prevention – providing municipalities with state resources and incentives; to regionalize emergency services; amend current state statute regarding residency trooper programs; eliminating the requirement that the host municipality pay for the fringe benefit cost directly associated with the resident state trooper; examine the current cost allocation of the resident state trooper program, which would include the cost the municipalities that are required to pay; to provide local emergency services with adequate crisis management resources

Councilman Mangini stated they also had a report on public health and human services. She noted they're looking to propose an investment in mental health with an emphasis youth mental health and substance abuse programs. She noted one of the amendments that she offered was suicide prevention because Enfield has that program, and it is working out to be very successful. She noted other areas covered include:

- Enhancing social service delivery by addressing current infrastructure issues at the Department of Social Services
- There was discussion about the transportation infrastructure – investing additional funding for programs such as the local bridge program
- Prioritize state funding for improvements and expansion of rail – passenger and freight

OLD BUSINESS

APPOINTMENTS (TOWN COUNCIL)

All Town Council appointments remained on the table.

APPOINTMENTS (TOWN MANAGER)

MOTION #2895 by Councilman Szewczak, seconded by Councilman Bosco to remove Item #10 from the table.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #2895** adopted 10-0-0.

MOTION #2896 by Councilman Hall, seconded by Councilman Stokes to accept the Town Manager's recommendation to appoint Robert Chagnon (R) as an Alternate member to the Inland Wetlands & Watercourse Agency.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #2896** adopted 10-0-0.

Items C, D, E and F remained tabled.

NEW BUSINESS

The appointment to the Commission on Aging remained on the agenda.

ITEMS FOR DISCUSSION

MOTION #2897 by Councilman Lee, seconded by Councilman Hall to suspend the rules to address Items 14 D and E under Miscellaneous.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #2897** adopted 10-0-0.

DISCUSSION RE: HIGGINS PARK ON THE GREEN

Mr. Coppler stated as part of the decision to demolish the Higgins building, there were preliminary discussions as to what would replace the building. He noted initial ideas included an active parkland where there would be basketball courts, playgrounds, parking, etc. He stated the Council decided they didn't want to pursue active recreation. He noted staff put together some ideas, which are passive in nature and doubts arose as to whether it was necessary to include the ballfield and skatepark. He stated the consultant engineer indicated a baseball field and skatepark are incompatible uses concerning what's attempting to be done with that area. He noted there was discussion with the subcommittee about the ability to use this area for a multitude of purposes.

He stated the ballfield is used because of the lights and not because that's the only field available.

Councilman Bosco voiced his concern about people congregating in certain areas on this site.

Councilman Deni questioned the plan for the skatepark. He went on to state he likes the idea of another ballfield at Brainard Park.

Councilman Lee questioned if there's an estimate of the elevation in this area. Mr. Coppler responded it's about 12 to 15 foot elevation.

Councilman Mangini stated she would be concerned about removing the softball field from this area.

Councilman Edgar stated he would like to see the plan before removing the ballfield from this area.

Councilman Hall stated she likes the concept, but she would like to see the plans to replace what's being taken away.

Councilman Szewczak stated her understanding that when the transit center is established, there will be more passive recreation near the river. She noted this plan shows her how the Town Green can become more of a green for the types of entertainment and recreation that the Town might wish to develop.

Chairman Kaupin stated his belief the skatepark should be replaced within the neighborhood. He stated his understanding girls' softball wanted to move to Brainard Park.

Mr. Coppler suggested letting this percolate and come up with other ideas. He noted this conceptual plan isn't the only possibility, but a plan they worked on to address a lot of things that previous councils came up with.

Councilman Cekala suggested perhaps some of the ideas could be moved towards the riverfront, i.e., an amphitheater.

Councilman Hall stated before putting a plan like this in place, perhaps they should be reaching out to people who live in this area.

Councilman Szewczak stated she likes the idea of an expanded Town Green.

Councilman Bosco stated they would need to find a location for the current baseball field.

MISCELLANEOUS

RESOLUTION #2897 by Councilman Mangini, seconded by Councilman Deni.

WHEREAS, Chapter 22, Article II of the Town Code establishes the Enfield Cultural Arts Commission; and

WHEREAS, the Town Council wishes to amend the ordinance to redefine the Commission's purpose and responsibilities and increase its membership; and

WHEREAS, a Public Hearing has been held in accordance with Charter requirements on October 20, 2014;

WHEREAS, it has been determined this is in the best interest of the Town of Enfield to make changes to Chapter 22, Article II.

NOW, THEREFORE, BE IT RESOLVED, that the Enfield Town Council does hereby adopt the amended and revised Cultural Arts Commission ordinance heretofore attached as "Attachment A".

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTON #2897** adopted 9-0-0 with Councilman Bosco absent at the vote.

RESOLUTION #2898 by Councilman Lee, seconded by Councilman Mangini.

RESOLVED, that Matthew W. Coppler, Town Manager, is empowered to execute and deliver in the name and on behalf of this municipality a contract with the View Point Engineering, Inc.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #2898** adopted 10-0-0.

PUBLIC COMMUNICATIONS

There were no comments from the public.

COUNCILMEN COMMUNICATIONS

Councilman Cekala commended the Beautification Committee for their work on the planters for which a dedication ceremony was recently held.

Councilman Lee stated there will be a Development Services Committee meeting on November 7th at 4:00 p.m.

ADJOURNMENT

MOTION #2899 by Councilman Hall, seconded by Councilman Mangini to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #2899** adopted 10-0-0, and the meeting stood adjourned at 9:10 p.m.

Respectfully submitted,

Suzanne F. Olechnicki
Town Clerk
Clerk of the Council

Jeannette Lamontagne
Secretary to the Council

Appended to minutes
of October 20, 2014
Regular Town Council
Meeting See Page 10

BE IT ORDAINED by the Town Council of Enfield, Connecticut that the following Ordinance be amended as follows:

ARTICLE II CULTURAL ARTS COMMISSION

Sec. 22-31. Establishment of Commission.

The town council has established the cultural arts commission.

Sec. 22-32. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commission means the cultural arts commission.

Sec. 22-33. Purpose of commission.

The purpose of the commission shall be to ~~encourage participation in and promotion, development and acceptance of artistic and cultural activities.~~ **plan and coordinate cultural events within the Town of Enfield and to encourage participation therein; to promote and develop artistic and cultural activities within the Town of Enfield that help support overall economic development throughout the Town.**

Sec. 22-34. Members; qualifications, appointment, terms of office.

a) Members of the commission shall be appointed by the town council and shall be selected from a broad cross section of the community so as to include members of diverse economic, social and cultural groups within the town, who are interested in the aims and purposes of this commission as set forth in this article.

b) The commission shall consist of: ~~seven~~ **eleven** resident electors, who shall serve for two-year overlapping terms, which shall commence on June 1 of the year of their appointment; **two Council member liaisons; and, one town staff member liaison.**

c) Annually, during the month of June, the members of the commission shall meet, organize and from among their members elect a chair, a vice-chair and a secretary.

d) If a member is absent for three consecutive meetings, the member is deemed to have resigned from the commission, thereby immediately creating a vacancy.

Sec. 22-35. Vacancies.

Any vacancy in the term of any member of the commission shall be filled by appointment by the town council for the unexpired term in accordance with section 22-34(a).

Sec. 22-36. Expenses and assistance.

The members of the commission shall serve without compensation. The commission may receive federal, state, municipal or private monies for the purposes of fostering, assisting and encouraging the arts and to encourage the participation in, and promotion, development and appreciation of artistic and cultural activities.

Sec. 22-37. Meetings.

The commission shall fix the time and place of its regular **monthly** meetings and may hold such special meetings as may from time to time be required. The commission shall keep a record of its proceedings, deliberations and actions and shall annually report to the town council **in writing with respect to its work its activities and goals**. The commission may, within the limit of funds available, employ clerical help or solicit any technical assistance or consultants that may be required.

Sec. 22-38. Auxiliary services.

The facilities and services of the various agencies and departments of the town shall be available to the commission as it may reasonably require.

Additions [Excepting captions]

~~Deletions~~

DISPOSITION OF TOWN-OWNED SURPLUS PERSONAL PROPERTY

Sections

- I. Purpose.
- II. Definitions.
- III. Guidelines.
- IV. Responsibility for administration.
- V. Determination of value.
- VI. Report to Town Manager—Initial procedure.
- VII. Surplus Property valued at less than two thousand dollars.
- VIII. Surplus Property valued at two thousand dollars or more.
- IX. Exceptions.

I. Purpose.

The purpose of this chapter is to establish a procedure for the disposition of Town-owned surplus personal property.

II. Definitions.

For purposes of this chapter, the following words or phrases shall have the meanings indicated below.

- A. **Surplus Property** means tangible personal property owned by the Town of Enfield that has been determined to be unneeded presently or in the foreseeable future, or that is no longer of value or use to the Town.
- B. **Town Department** means
- C. **Town Manager** means the Town Manager of the Town of Enfield or his designee.
- D. **Value** means an estimate of the reasonable market value of surplus property in “as is, where is” condition.

III. Guidelines.

Surplus property shall be disposed of in a manner that is in the Town’s best interests. Factors to consider in determining the Town’s best interests include, but are not limited to:

- A. Possible future needs of the Town;
- B. Present value of the property;
- C. Likelihood of locating a buyer;
- D. Intergovernmental cooperation;
- E. The general welfare of the citizens of the Town.

IV. Responsibility for administration.

The Town Manager is responsible for the administration of this chapter. The Town Manager shall coordinate the disposition of surplus property and shall assist the Town Council in determining the best method for disposal thereof. Town departments shall cooperate with the Town Manager to ensure the most efficient and beneficial disposal of surplus property.

V. Determination of value.

A Town Department wishing to dispose of any of its surplus property shall estimate the value thereof. If the Department responsible for the property is unable to estimate its value, the Town Manager shall determine the value.

VI. Report to Town Manager—Initial procedure.

A Town department responsible for tangible personal property which it wishes to declare as surplus property shall provide the Town Manager with a description of the property, its location, its condition, and its value.

VII. Surplus Property Valued at Less than Two Thousand Dollars (\$2,000).

The method of disposition of surplus property, the value of which is determined to be less than two thousand dollars (\$2,000), shall be determined by the Town Manager after consideration of the Town's best interests, consistent with the guidelines herein.

VIII. Surplus Property Valued at Two Thousand Dollars (\$2,000) or More.

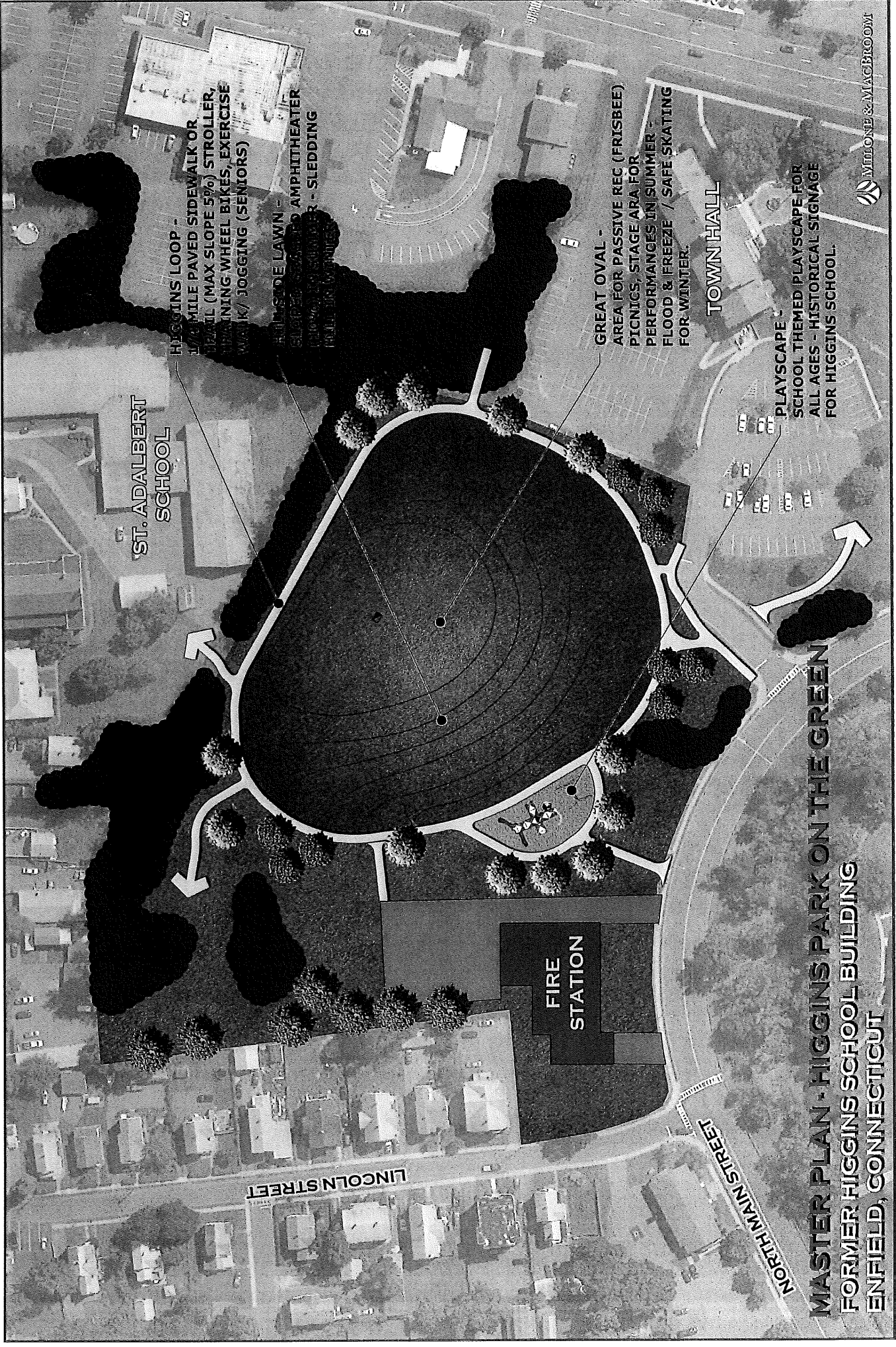
The method of disposition of surplus property, valued at two thousand dollars (\$2,000) or more, must be approved by a majority of the Town Council in accordance with the following procedure:

- A. The Town Manager shall present a report to the Town Council which shall include the basis for the estimated value of the surplus property and a recommendation regarding the manner of disposal. Such recommendation shall be based on guidelines provided herein to determine the best interest of the Town.
- B. With Town Council approval, the Town Manager may dispose of the surplus property in one of the following ways:
 1. Public auction with at least one public notice consistent with State and Town requirements, a minimum of thirteen days prior to the auction date, providing a description of the surplus property, the date and the address of the auction;
 2. Internet auction with at least one public notice consistent with State and Town requirements, a minimum of thirteen days prior to the auction date, providing a description of the surplus property, the date and the website address for the auction.
 3. Solicitation of written bids with at least one notice by publication in a newspaper having general circulation in the Town a minimum of thirteen days prior to the bid opening;

4. Negotiated sale to one or more designated buyers with at least one notice by publication in a newspaper having general circulation in the Town a minimum of thirteen days prior to the proposal deadline;
 5. Transfer to another governmental agency at or below value; or
 6. Lease or loan of the surplus property.
- C. The Town Manager may request Town Council authorization to dispose of surplus property in another manner.
 - D. The Town Council by resolution shall determine whether and in what manner the surplus property should be disposed.
 - E. If the Town Manager is unable to dispose of the property in the manner specified by Council, the Town Manager shall report back to the Council and make a recommendation for further action.

IX. Exceptions.

If Town ordinances and the Connecticut General Statutes impose special conditions for the disposition of municipal property, Town officials shall comply with those requirements, treating them as limited mandatory exceptions to this chapter.



ST. ADALBERT
SCHOOL

HIGGINS LOOP -
1/2 MILE PAVED SIDEWALK OR
TRAIL (MAX SLOPE 5%) STROLLER,
TRAINING WHEEL BIKES, EXERCISE
WALK/JOGGING (SENIORS)

RAIN-SIDE LAWN -
GRASSY AREA TO AMPHITHEATER
PERFORMANCES IN SUMMER -
FLOOD & FREEZE / SAFE SKATING
FOR WINTER.

GREAT OVAL -
AREA FOR PASSIVE REC (FRISBEE)
PICNICS, STAGE AREA FOR
PERFORMANCES IN SUMMER -
FLOOD & FREEZE / SAFE SKATING
FOR WINTER.

TOWN HALL

PLAYSCAPE -
SCHOOL THEMED PLAYSCAPE FOR
ALL AGES - HISTORICAL SIGNAGE
FOR HIGGINS SCHOOL.

FIRE
STATION

LINCOLN STREET

NORTH MAIN STREET

MASTER PLAN - HIGGINS PARK ON THE GREEN
FORMER HIGGINS SCHOOL BUILDING
ENFIELD, CONNECTICUT

MILNER & MACBROOM



TOWN OF ENFIELD

October 28, 2014

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Request for transfer of Funds for Technology Equipment \$32,700

Councilors:

Highlights:

- March 3, 2014 meeting, Council provided authorization for Town Manager to enter into the OPM Regional Incentive Program to allow the towns to apply for a grant that will cover the initial expense of connecting the Town Hall to the Central Library where there is a High Speed (1GB) Nutmeg Network connection. Nutmeg network is a combination of fiber networks from the Connecticut Education Network (CEN) and the Public Safety Data Network (PSDN) located in every town within the state of Connecticut.
- The town will be required to pay \$900/year for 20 years for Maintenance on the fiber connection to the Nutmeg Network
- CEN will provide a 100MB internet connection for \$8,400/ year.
- A check for the estimated connection fee of \$32,700 has been received by the Town of Enfield from OPM with the expectation that these services will be connected.
- \$19,500 additional costs estimated for "Make Ready" fees provided to telephone pole owners to identify where the town can use space to attach the fiber. These fees are not included in the OPM Grant.
- Services for fiber installation will be scheduled with the CRCOG selected vendor Sertex Utility Services.

Budget Impact:

1. Telecom Services will go from a current \$21,600 for a 100MB internet connection to \$9,300 for Annual Savings of \$12,300.
2. One time cost for \$19,500 for "Make Ready" current year.
3. Return on Investment of \$19,500 is 17 months.

Recommendation:

Approve proposed budget transfer to allow the Town to connect to the Nutmeg Network for services.

Respectfully Submitted,

Paul A. Russell
Chief Technology Officer

Attachments:

1. CIP Transfer request for Nutmeg Network

ENFIELD TOWN COUNCIL
REQUEST FOR TRANSFER OF FUNDS

RESOLUTION NO. _____

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

TO: Information Technology

Technology Equipment	24012100 – 573400	\$ 32,700
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FROM: Information Technology

Grants Other State	24040000 – 460001	\$ 32,700
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CERTIFICATION: I hereby certify that the above-stated funds are available as of October 28, 2014.


A. Lynn Nenni, Director of Finance

APPROVED BY:  _____ **Town Manager**

Date: 11/06/2014



TOWN OF ENFIELD

October 22, 2014

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Request for Transfer of Funds for Youth Services Grant \$23,286.

Councilors:

Highlights

- The grant appropriation is in the amount of \$23,286.
- The project period is from October 1, 2014 through September 30, 2015.
- The grant will be piloted at JFK Middle School

Items to be purchased with grant funds include:

- 150 additional hours for a Youth Counselor to coordinate the project and submit all deliverables.
- PBIS software system
- Two in-school trainings for teachers,
- Travel for core team members to attend the Harvard Medical Schools Conference "School Mental Health – K-12",
- Other professional development, materials and supplies, and technology supplies.

Budget Impact:

There will be no town expenses used for this grant.

Recommendation:

That the Town Council appropriate the funds of \$23,286 for grant period – October 1, 2014 through September 30, 2015. As this grant follows a federal fiscal year, all funds will be appropriated accordingly and any unspent funds as of June 30th, will roll over and be available until spent.

Respectfully Submitted,

Pamela Brown
Director of Social Services

Attachments:

1. Resolution.

ENFIELD TOWN COUNCIL
REQUEST FOR TRANSFER OF FUNDS

RESOLUTION NO. _____

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

TO: Youth Services

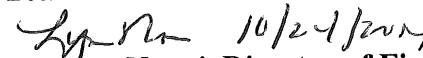
OPM Grant Appropriations FY14-15 – Year (Oct. 1, 2014 – 9/30/2015)

Full Time Salaries	22040452	511000	\$3,837
Social Security	22040452	522000	\$238
Medicare	22040452	522100	\$56
Professional Development	22040452	532200	\$1,000
Other Professional Services	22040452	533900	\$8,000
Technology Supplies	22040452	561300	\$5,000
Materials & Supplies	22040452	561900	\$1,300
Travel	22040452	558000	\$3,855

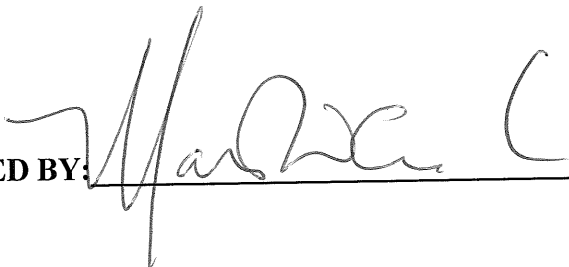
FROM: Youth Services
OPM Grant Revenue Account

OPM Grant	22044450	413621	\$23,286
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CERTIFICATION: I hereby certify that the above-stated funds are available as of October 24, 2014


A. Lynn Nenni, Director of Finance

APPROVED BY:



Town Manager

Date: 11/06/2014



TOWN OF ENFIELD

October 21, 2014

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Request for Transfer of Funds for Family Resource Center \$17,915

Councilors:

Highlights:

- The State of Connecticut Department of Education has increased the funding for the Family Resource Center by \$5,000.
- DOE funds will support, Parents as Teachers training for staff, translation services, child care, dues for data system and facilitation of support groups.
- The LEGO Children's Fund has provided \$10,000 to be awarded to KITE for early education programming in health, early care and education and family engagement and support.
- Businesses have contributed an additional \$2,915 for the Hazardville Family Resource Center.
- Business contributions will purchase food for support groups, speakers for parenting workshops and 80 hours for part-time administrative support.

Budget Impact:

There are no additional costs associated with this transfer.

Recommendation:

That the Town Council approve the transfer for the Town of Enfield Family Resource Center.

Respectfully Submitted,

Pamela Brown
Director of Social Services

Attachments:

1. Transfer

ENFIELD TOWN COUNCIL
REQUEST FOR TRANSFER OF FUNDS

RESOLUTION NO. _____

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

TO: Family Resource Center

Salaries	22046098 511000	\$ 994
Social Security	22046098 522000	\$ 61
Medicare	22046098 522100	\$ 14
Other Professional Services	22046098 533900	\$10,831
Postage	22046098 553500	\$ 200
Food	22046098 563000	\$ 815
Professional Development	22046015 532200	\$ 200
Parent Activities	22046015 532500	\$ 500
Other Professional Services	22046015 533900	\$ 3,425
Instructional Supplies	22046015 561100	\$ 700
Dues & Fees	22046015 581000	\$ 175

FROM: Family Resource Center

Family Resource Center	22044470 460015	\$ 5,000
LEGO Grant	22044470 460098	\$ 10,000
Miscellaneous Donation	22044470 417050	\$ 2,915

CERTIFICATION: I hereby certify that the above-stated funds are available as of October 24, 2014 .

 10/24/2014
A. Lynn Nenni, Director of Finance

APPROVED BY: _____

Town Manager

Date: 11/06/2014



TOWN OF ENFIELD

October 30, 2014

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Request for Transfer of Funds for Planning Consultant \$14,200

Councilors:

Highlights:

- Transfer of funds from Planning Salaries to Other Professional Services
- Funds to pay John Pagini for Planning Services

In September 2014, the Town contracted with Planning Consultant John Pagini to provide planning services up to \$14,200. Mr. Panigi was hired to assist the Town with planning applications when Assistant Town Planner Rachel Blatt resigned. We are requesting a transfer from Planning Salaries line item to Other Professional Services to cover these costs.

Budget Impact:

These funds were previously approved under the 2014-15 budget. We are not asking for additional funds just to transfer between accounts.

Recommendation:

We recommend the transfer of these funds in order to pay for these Planning Consultant services which are necessary to keep planning and zoning applications moving through the approval process.

Respectfully Submitted,

Peter Bryanton
Interim Director of Planning

Attachments:

1. Request for Transfer of Funds

ENFIELD TOWN COUNCIL
REQUEST FOR TRANSFER OF FUNDS

RESOLUTION NO. _____

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

TO: Planning Dept

Other Professional Service 10606100- 533000 \$14,200

FROM: Planning Dept

Salaries 10606100-511000 \$ 14,200

CERTIFICATION: I hereby certify that the above-stated funds are available as of October 31, 2014.

 10/31/2014
A. Lynn O'Leary, Director of Finance

APPROVED BY:  _____ **Town Manager**

Date: 11/06/2014



TOWN OF ENFIELD

November 5, 2014

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to sign an agreement with the LEGO Children's Fund.

Councilors:

Highlights:

- The Town of Enfield has been awarded an additional \$100,000 from the LEGO Children's Fund for expenses related to the new Early Learning Center at the former H.B Stowe Elementary School.
- Funding has been awarded from October 2014- October 2015 with \$75,000 for the Family Resource Center, \$15,000 for the Early Learning Center and \$10,000 for KITE and may utilized for programmatic and furnishing expenses. A transfer detailing the proposed expenditures will be brought to Town Council at a future date.
- The Family Resource Center provides resource and referral services, home visits, parenting groups, support and training for family day care providers, and positive youth development. It also would help to implement community initiatives such as pediatrician outreach, developmental screening, transition to kindergarten and the HealthyEnfield children and family activities.
- This funding has been secured from LEGO through the Town's collaboration with KITE (Key Initiatives to Early Education). Ongoing support will be sought from a combination of private, state and philanthropic sources.

Budget Impact:

There are no additional costs to the Town of Enfield.

Recommendation:

That the Town Council give authorization to the Town Manager to accept the LEGO Children's Fund Grant.

Respectfully Submitted,

Pamela Brown
Director of Social Services

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____.

**Resolution Authorizing the Town Manager to Enter Into Agreement with the
LEGO Children's Fund Grant**

RESOLVED, that the Town Manager, Matthew W. Coppler, is authorized to enter into and amend contractual instruments in the name and on behalf of the Town of Enfield with LEGO Children's Fund and to affix the Corporate Seal.

Date Submitted: 11-5-14

Submitted by: Pamela Brown, Social Services Director

**ENFIELD TOWN COUNCIL
RESOLUTION NO. _____**

**RESOLUTION SETTING A PUBLIC HEARING TO AMEND THE TOWN CODE OF
ENFIELD, APPENDIX A, WATERWAYS, ARTICLE 1, SECTION 2-49 COMPOSITION:
OFFICERS; COMPENSATION**

WHEREAS, the Town Code of Enfield, Appendix A, Article 1, Section 2-49 addresses the appointment and removal of members of the Inland Wetlands and Watercourses Agency (IWWA); and

WHEREAS, presently IWWA members are appointed and removed by the Town Manager subject to the approval of the Town Council; and

WHEREAS, the proposed amendment would provide for the appointment and removal of IWWA members by the Town Council; and

WHEREAS, the Town Council wishes to seek input from the residents of the Town of Enfield on the proposed amendments to the Town Code of Enfield, Appendix A, Waterways, Article 1, Section 2-49 Composition: Officers; Compensation.

NOW, THEREFORE BE IT RESOLVED, the Enfield Town Council will hold a Public Hearing in the Enfield Town Hall Council Chambers, 820 Enfield Street, Enfield, Connecticut on Monday, December 1, 2014 at 6:50 p.m. to allow interested residents an opportunity to express their opinions regarding the Proposed Amendment to the Town Code of Enfield, Appendix A, Waterways, Article 1, Section 2-49 Composition: Officers; Compensation.

Date Prepared: November 5, 2014

Prepared by: Town Manager's Office

BE IT ORDAINED by the Town Council of Enfield, Connecticut that the following Ordinance be amended as follows:

Appendix A—Waterways

Article I. Inland Wetlands and Watercourses Agency

Sec. 2-49. Composition: officers; compensation.

The agency shall consist of seven members and three alternate members to be appointed by ~~the town manager of the municipality, subject to the approval of the town council.~~ The initial appointments shall be three members for a term of two years; two members for a term of three years; and two members for a term of four years; one alternate member for a term of two years and two alternate members for a term of four years. The initial appointments made pursuant to this ordinance shall continue until the expiration of their term. Thereafter, any reappointment or new appointment shall be for a term of four years. ~~The town manager, subject to the approval of the town council,~~ may remove any member or alternate member for cause and fill any vacancy for the unexpired portion of the term. All members shall be appointed in accordance with the requirements of G.S. § 9-167a, as revised. All members shall serve without compensation.

~~Delete~~

Addition



TOWN OF ENFIELD

October 28, 2014

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to Enter into a Multi-Year Lease Agreement to Maintain Municipal Technology Refresh Plan.

Councilors:

Highlights:

- The current equipment lease for the town equipment expires on 11/30/2014. The current equipment was part of a 3 year Fair Market Value (FMV) lease with CSI Lease Company and is running on XP operating system which is no longer supported by Microsoft. All equipment is to be returned within 90 days of end of lease.
- The town will be replacing current technology with newer technology consisting of Windows 7 Professional and will be utilized in accessing the new Office 365 cloud environment for file storage and email.
- The newer equipment to be determined will be either refurbished equipment for 3 years FMV including 3 years of replacement warranty or New equipment with a 4 year service contract on a 4 year FMV lease.
- Newer equipment will be required to access cloud based initiatives (Office 365, Data Center Hosting, and Unified Communications) for the town.
- Equipment will be more reliable and available for public services as well as day to day operations.

Budget Impact:

1. Current Annual FMV Lease costs are in Technology budget
2. Reduced downtime in departments due to older technology
3. Increased utilization of technology will require more reliable equipment.

Recommendation:

Approve Town Manager to enter into a multi-year lease agreement to keep technology current within the municipal departments to ensure compatibility and availability with current and future technologies.

Respectfully Submitted,

Paul A. Russell
Chief Technology Officer

Attachments:

1. Resolution

**ENFIELD TOWN COUNCIL
RESOLUTION NO. _____**

**Resolution Authorizing the Town Manager to Enter into a Municipal Lease
Agreement with First American Equipment Finance, for Equipment Related to the
Municipal Technology Refresh Plan**

BE IT RESOLVED THAT the Town Manager, Matthew W. Coppler, is authorized to enter into and amend contractual instruments in the name and on behalf of the Town of Enfield with First American Equipment Finance, and to affix the Corporate Seal.

Date Prepared: October 28, 2014
Prepared By: Paul Russell



TOWN OF ENFIELD

October 30, 2014

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing Town Manager to Apply for and to Administer Transit Oriented Development Planning Grants(s)

Councilors:

Highlights:

- Grants provided through the State's Office of Policy Management
- Transit Oriented Development (TOD) grant program for station area & village center planning
- Utilize funds for a TOD Master Plan
- Application due date: November 14, 2014

The Office of Policy and Management has issued a Request for Applications for its Transit Oriented Development Planning Grant Program. The Town intends to utilize these funds to develop a TOD Master Plan for the station area and village center. A Master Plan will help us to coordinate several on-going planning efforts such as Rezoning, Parking, Transit Center, River Access, Economic Impact, and downtown redevelopment. The Mater Plan will focus on project implementation to ensure that all of these initiatives come to fruition.

Budget Impact:

This is a State funded grant program and will have no impact on the local budget.

Recommendation:

We recommend approval of this resolution so that we may apply for these funds and continue in our efforts to revitalize Thompsonville.

Respectfully Submitted,

Peter Bryanton
Director of Community Development

Attachments:

1. Resolution
2. Application information sheet

Enfield Town Council

Resolution No. _____

Resolution Authorizing the Town Manager to Apply for and to Administer
Transit-Oriented Development Planning Grant Program

WHEREAS, the State of Connecticut Office of Policy and Management (OPM) has issued a Request for Applications for the Transit-Oriented Development Planning Grant Program;

WHEREAS, the Town of Enfield has encouraged and promoted the development of a transit oriented facility in Thompsonville; and

WHEREAS, an application for the Thompsonville Transit Oriented Development Implementation Plan has been prepared.

BE IT RESOLVED THAT the Enfield Town Council hereby authorizes the submission of the Thompsonville Transit Oriented Development Implementation Plan, in accordance with the Transit-Oriented Development (TOD) Planning Grant Program Request for Applications;

BE IT RESOLVED THAT the Town Manager, Matthew W. Coppler, is hereby authorized to sign the application and to sign any other documents associated with administering the grant, if awarded, including any amendments thereto. The grant application is attached hereto and made a part hereof.

Prepared By: Office of Community Development

Date Prepared: October 21, 2014

Certified Resolution of the Enfield Town Council

Transit-Oriented Development Planning Grant Program

The Town Council of the Town of Enfield met on _____ and adopted

Resolution No. _____ by the vote of _____ to _____.

Attested to by: _____

Name: Suzanne Olechnicki

Title: Town Clerk

Date: _____

Request for Applications

Transit-Oriented Development Planning Grant Program

The Office of Policy and Management (OPM) hereby issues this Request for Applications (RFA) in order to generate a pool of prospective transit-oriented development planning projects for consideration of funding under this competitive grant program. OPM, in consultation with the Department of Economic and Community Development (DECD), the Department of Transportation (DOT), the Department of Energy and Environmental Protection (DEEP), the Department of Housing (DOH), and the Connecticut Housing Finance Authority (CHFA), shall review applications and select TOD Planning Grant Program recipients in accordance with the provisions of this RFA and the rating criteria established in Attachment A incorporated herein. Funding is authorized under Section 2 of Public Act 14-98.

A. What is "Transit-Oriented Development"?

Section 13b-79o of the Connecticut General Statutes defines "Transit-Oriented Development" as "the development of residential, commercial and employment centers within one-half mile or walking distance of public transportation facilities, including rail and bus rapid transit and services, that meet transit supportive standards for land uses, built environment densities and walkable environments, in order to facilitate and encourage the use of those services."

B. What are the goals of the TOD Planning Grant Program RFA process?

- (1) To identify which proposals best meet the definition of "Transit-Oriented Development" and the rating criteria established in Attachment A of this RFA, in order to be awarded grants under the TOD Planning Grant Program; and
- (2) To identify which proposals include TOD-related elements that might be suitable for other state agency-administered programs in the future.

C. What activities are eligible for funding under the TOD Planning Grant Program?

- (1) Completion of a TOD plan or station area plan of development;
- (2) Development or adoption of a TOD overlay zone;
- (3) Preparation of a development strategy and selection of a preferred development approach;
- (4) Market analysis to determine the economic viability of a project;
- (5) Financial assessment and planning related to implementation of a TOD plan or evaluation of parking requirements; or
- (6) Other activities as deemed appropriate.

D. Who may submit an application?

Only Connecticut municipalities (i.e., cities and towns) may apply for TOD Planning Grants.

E. What are the funding limits?

Grant awards under this program shall be not less than fifty thousand dollars (\$50,000) and not more than two hundred fifty thousand dollars (\$250,000). Nothing in this RFA shall preclude two or more municipalities from submitting a joint application.

F. What constitutes a complete application?

In order to apply for a grant under this program, a municipality must provide all of the following:

- (1) A formal written proposal submitted by the chief executive officer of the municipality, as outlined in Section H of this RFA;
- (2) A resolution of the respective regional planning organization (e.g., Regional Council of Governments), indicating that the member municipality's application has regional support; and

- (3) A Certified Resolution of the municipality's legislative body authorizing the chief executive officer of the municipality to apply for a TOD Planning Grant and to designate the grant administrator.

G. Milestone dates?

- (1) October 8, 2014 (4:00 p.m.) – Deadline to submit written questions on the RFA.
- (2) October 17, 2014 – Deadline for OPM to post responses to RFA questions on its website.
- (3) November 14, 2014 (4:00 p.m.) – Deadline to submit completed application as specified in Section F of this RFA. Municipalities that need additional time to complete the Certified Resolution requirement, especially those where a Town Meeting constitutes the legislative body, must submit a draft resolution along with their formal written proposal and regional letter of support on November 14, 2014. In order for the application to be deemed complete, Certified Resolutions must be received by no later than 4:00 p.m. on December 10, 2014. In no event shall the content of any proposal be modified after November 14, 2014.
- (4) December 19, 2014 – Deadline for OPM to complete the rating and selection of TOD Planning Grant Projects and to announce grant awards.

H. What is the format for the written proposal?

- (1) A narrative description of current conditions in the existing or proposed TOD zone (i.e., transportation facilities, parking, employment, residential, commercial/retail, brownfields, building vacancy rate, parking spaces, zoning regulations, etc.);
- (2) A statement of the municipality's vision for future housing and economic development in the existing or proposed TOD zone to support access to and ridership on the existing or planned public transportation system;
- (3) A detailed description of the proposal (e.g., work plan, budget, site map, etc.) and how it relates to both the existing conditions and the future vision;
- (4) If funding is being requested to determine economic viability of a project through a market analysis, to the extent possible, an estimate of the time needed to advance the proposed project to full build-out (i.e., construction);
- (5) A description of how the proposal will support transit use and ridership growth; and
- (6) A brief assessment of what is considered to be the most critical hurdle(s) to overcome in order to realize the municipality's vision, and to what extent, if any, state agencies might be needed to facilitate a coordinated solution.

Note: Formal written proposals should be no more than 10 pages in length, excluding necessary attachments. By submitting a proposal, the applicant agrees to accept OPM's General Grant Conditions, which can be reviewed in Attachment B of this RFA.

I. How will proposals be rated and selected?

Proposals that meet the definition of "Transit-Oriented Development," or are directly supportive of such efforts, and are part of a complete application shall be rated and selected in accordance with the criteria and weighting set forth in Attachment A of this RFA.

J. Rights Reserved To The State.

The State reserves the right to award in part, to reject any and all bids in whole or in part for misrepresentation or if the proposer is in default of any prior State contract, or if the bid or proposal limits or modifies any of the terms and conditions and/or specifications of the RFA. The State also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State will be served.

The State reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a grant already made to a proposer and subsequently awarding the grant to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the grant with the initial proposer is

deemed to be void *ab initio* and of no effect as if no grant ever existed between the State and the proposer.

K. To whom must applications and related questions be submitted?

Applications and any questions related to this RFA shall ***ONLY*** be submitted in writing to: Dan Morley, Office of Policy and Management, 450 Capitol Avenue MS# 54ORG, Hartford, CT 06106-1379, as well as in a Portable Document File (PDF) to: Daniel.Morley@ct.gov.

L. Communications Notice.

All communications with the State or any person representing the State concerning this RFA are strictly prohibited, except as permitted by this RFA. Any violation of this prohibition by proposers or their representatives may result in disqualification or other sanctions, or both.

M. Inquiry Procedures.

All questions regarding this RFA and submission requirements must be directed, in writing, to the Official State Contact by 4:00 PM on Wednesday, October 8, 2014. Proposers are required to limit their contact regarding this RFA to the person(s) named herein. Written responses to all questions received will be posted to the Office of Policy and Management website at <http://ct.gov/opm/rfp> and the DAS website at <http://das.ct.gov/cr1.aspx?page=12> by Friday, October 17, 2014.

N. Minimum Submission Requirements.

Proposals must be (1) submitted before the deadline, (2) satisfy the packaging and labeling requirements, (3) follow the required format, (4) be complete, (5) include all required forms, and (6) be duly executed. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.

O. The State may amend or cancel this RFA, prior to the due date and time, if the State deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's proposal not being considered.

P. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

Q. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the State at the proposer's sole cost and expense.

R. All responses to the RFA must conform to instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFA may be considered appropriate cause for rejection of the response.

S. This RFA is not an offer and neither this RFA nor any subsequent discussions shall give rise to any commitment on the part of the State or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the grant until the successful proposer is notified that the grant has been accepted and approved by the State. The grant may be amended only by means of a written instrument signed by the State and the proposer.



TOWN OF ENFIELD

November 4, 2014

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing Town Manager to Enter into Agreement with State Department of Emergency Management & Homeland Security (DEMHS)

Highlights:

- Funding for our Mobile Command Center (CP-4)
- Emergency operations center equipment upgrades
- Participation with the Capitol Region Emergency Support Team (CREST)
- Hosting a hazardous materials identification class for Enfield responders at no cost.
- Conducting numerous practical exercises that have enhanced response to potential threats to the health and safety of the Town citizens.

As part of the Capitol Region, Enfield is eligible to participate in a series of programs and activities designed to greatly enhance emergency preparedness and response. These activities are heavily funded by grants awarded by the US Department of Homeland Security to the State Department of Emergency Management & Homeland Security (DEMHS). In turn, DEMHS has charged regional councils of government with the responsibility to develop and administer such programs on a regional level. For Enfield, our regional agency is CRCOG.

In order for Enfield to continue participation in this process and remain eligible for future benefits from these programs, we are required to enter into a Memorandum of Agreement with DEMHS.

Budget Impact:

There is no direct budgetary impact associated with the attached MOA. However, Enfield will be eligible to participate and possibly receive benefits from the programs which are administered under this MOA.

Recommendation:

It is recommended that Council approve the attached resolution. There is a submission deadline of December 1, 2014.

Respectfully Submitted,

Steven M. Hall
Director of Emergency Management

Attachments:

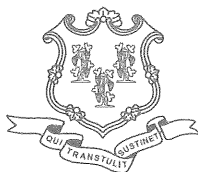
1. Resolution

ENFIELD TOWN COUNCIL
RESOLUTION # _____

**Resolution Authorizing the Town Manager to Enter Into an Agreement with the
State Department of Emergency Management & Homeland Security**

RESOLVED, That Matthew W. Coppler, Town Manager, is empowered to execute and deliver in the name and on behalf of this municipality a Memorandum of Agreement with the State Department of Emergency Management & Homeland Security and to affix the Corporate Seal.

Prepared by: Town Manager's Office
Date: November 4, 2014



**FFY 2014 STATE HOMELAND SECURITY GRANT PROGRAM
REGION 3 MEMORANDUM OF AGREEMENT**





Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

Town Information: 	
Person Completing Document:	Steven Hall
Municipality Name (ie. Town of):	TOWN OF ENFIELD
Municipality Short Name:	ENFIELD
Town CEO Name:	Matthew Coppler
Town CEO Title (ie. Mayor):	Mayor Scott Kaupin
Date Recieved By Town:	September 29, 2014

Point of Contact Information: 	
Point of Contact Name:	Steven Hall, Emergency Management Director
Address:	293 Elm St. Enfield Ct 06082
Email:	shall@enfield.org
Phone:	860-763-8940
Fax:	860-763-6426



**FFY 2014 STATE HOMELAND SECURITY GRANT PROGRAM
REGION 3 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement. All items should be checked off once completed

1. Instructions for the TOWN OF ENFIELD

Received by: Steven Hall

Phone Number: 860 763 8940

For the MOA:

- ☒ A municipal point of contact been identified in Part III, Section L.
- ☒ The Chief Executive Officer has signed and dated the agreement.
- ☒ The Chief Executive Officer's name and title has been typed in the space provided.

☒ **Authorizing Resolution Attached**

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2014 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2014 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail the complete MOA package to: Ms. Cheryl Assis, Public Safety Director-Capitol Region Council of Governments. 241 Main Street, Hartford, CT 06106.

2. Instructions for the Capitol Region Council of Governments

Received by: _____ Phone Number: _____

Review and Signature

- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.
- ☐ The Region 3 REPT Chair has signed and dated the agreement.
- ☐ The Region 3 REPT Chair's name has been typed in the space provided.
- ☐ All of the items listed on this checklist have been completed and are correct.

Once complete please contact your Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2014 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: December 1, 2014

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2014 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS REGION 3

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DESPP/DEMHS), the City of ENFIELD, the Capitol Region Council of Governments (CRCOG) and the Region 3 Regional Emergency Planning Team (Region 3 REPT). DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2014 State Homeland Security Grant Program (SHSGP), Award No. EMW-2014-SS-00080-S01, including the following programs: Metropolitan Medical Response System (MMRS); Citizen Corps Program (CCP). DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DESPP/DEMHS Advisory Council, and the DESPP/DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DESPP/DEMHS Coordinating Council, now known as the DESPP/DEMHS Advisory Council, has approved the allocation formula for grant funds available under such programs as the SHSGP, MMRS, CCP;
4. DESPP/DESPP/DEMHS is retaining pass-through funds from 2014 SHSGP in the total amount of \$1,638,084 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Expand Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure;
 - c. CBRNE Detection/IED Attack Deterrence;
 - d. NIMS/ICS Training and Exercise;
 - e. Metropolitan Medical Response System;
 - f. Citizen Corps. Program; and
 - g. Medical Preparation and Response
5. DESPP/DEMHS – in coordination and cooperation with the municipalities located within DESPP/DEMHS Region 3, including ENFIELD – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DESPP/DEMHS Region 3.
6. ENFIELD is eligible to participate in those Federal Fiscal Year 2014 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$317,698 (and an additional \$35,686 for the regional bomb squad) for Region 3, which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and ENFIELD enter into Part I of this MOA authorizing the SAA to act as the agent of ENFIELD and allowing the SAA to retain and administer grant funds provided under 2014 SHSGP the seven regional set-aside projects listed above, and also for CRCOG to provide the financial and programmatic oversight described below.

C. SAA and ENFIELD Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,638,084 for in furtherance of the seven regional set-aside projects listed above.

ENFIELD agrees to allow the SAA to provide financial and programmatic oversight of the \$1,638,084 for the purpose of supporting the allocations and uses of funds under 2014 SHSGP consistent with the 2014 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) approved by the Emergency Management & Homeland Security Coordinating Council, now known as the DESPP/DEMHS Advisory Council.

ENFIELD agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

D. Capitol Region Council of Governments and ENFIELD Responsibilities.

ENFIELD also agrees to allow Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2014 regional allocation not included in the seven regional set-aside projects in the amount of \$317,698 (and an additional \$35,686 for the regional bomb squad) targeted to member municipalities in DESPP/DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DESPP/DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DESPP/DEMHS), the City of ENFIELD, the Capitol Region Council of Governments (CRCOG), and the DESPP/DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DESPP/DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DESPP/DEMHS Advisory Council, and the DESPP/DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. ENFIELD has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of ENFIELD, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A, the Appendix will be added to this MOA).
4. The parties also agree that ENFIELD may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2014 grant funds, as approved by the Region 3 REPT, and DESPP/DEMHS, which assets will be added to Appendix A by attached amendment within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. CRCOG has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DESPP/DEMHS Region 3 for Federal Fiscal Year 2014 ;

B. Purpose.

DESPP/DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments, and

ENFIELD, enter into Part II of this MOA regarding asset(s) for which ENFIELD agrees to be the custodial owner, and which are described in the approved 2014 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and CRCOG.

In its role as SAA, DESPP/DEMHS will subgrant funds to CRCOG, which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in Appendix A.

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in

_____ ENFIELD _____ may be made after the execution of this agreement and that Appendix A shall be completed accordingly. _____ ENFIELD _____ agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that any amendment to Appendix A must be signed by the DEMHS Deputy Commissioner, the Chair of the Region 3 REPT, and the Chief Executive Officer, or his/her designee, of _____ ENFIELD _____.

4. Responsibilities of Custodial Owner

_____ ENFIELD _____ understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, _____ ENFIELD _____ agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of _____ ENFIELD _____'s municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by _____ ENFIELD _____ shall conform to the manufacturer's recommendations. If appropriate, _____ ENFIELD _____ shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of _____ ENFIELD _____ performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 3 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), ENFIELD is furthering regional collaboration and mutual aid on behalf of all of the members of Region 3.

6. Assignment of Asset(s).

If ENFIELD does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT

A. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The City of ENFIELD is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving ENFIELD written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DESPP/DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until ENFIELD, through the Region 3 REPT, is notified by the SAA that this MOA has been approved and executed by DESPP/DEMHS and by any other applicable state agency.

G. Audit Compliance.

If ENFIELD through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then ENFIELD must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. ENFIELD agrees that all fiscal records, if any, pertaining to the projects shall be

maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

H. Lobbying, Debarment, and Suspension.

ENFIELD _____ commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

I. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. ENFIELD _____ agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

J. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

K. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

L. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William P. Shea	
Address: 25 Sigourney Street, 6 th Floor, Hartford, CT 06106	
Emails: William.shea@ct.gov and Rita.Stewart@ct.gov	Phone: 860-256-0800
	Fax: 860-256-0815
2. The Point of Contact for <u>TOWN OF ENFIELD</u> <small>(Please fill in the following fields)</small>	
Name & Title: Steven Hall, Emergency Management Director	
Address: 293 Elm St. Enfield Ct 06082	
Email Address: shall@enfield.org	Phone: 860-763-8940
	Fax: 860-763-6426

M. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or ENFIELD. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF ENFIELD

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: _____

THE CAPITOL REGION COUNCIL OF GOVERNMENTS

By: _____ Date: _____
Its Executive Director
Duly Authorized
Typed Name _____

THE REGION 3 REGIONAL EMERGENCY PLANNING TEAM

By: _____ Date: _____
Its Chair
Duly Authorized
Typed Name: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____ Date: _____
William P. Shea
Duly Authorized

ETHICS COMMISSION; CODE OF ETHICS

Sec. 2-121. - Definitions.

Sec. 2-122. - Declaration of policy and purpose.

Sec. 2-123. - Establishment of ethics commission.

Sec. 2-124. - Adoption of rules of procedure.

Sec. 2-125. - Procedure for receiving and hearing complaints.

Sec. 2-126. - Report of recommendations to town council. Sec. 2-127. - Notice.

Sec. 2-128. - Conflicts of interest.

Sec. 2-129. - Code of ethics.

Secs. 2-130-2-150. - Reserved.

Sec. 2-121. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Close relative means the parents, grandparents, brother, sister (including in-laws), spouse, child, grandchild, step-child, son-in-law, daughter-in-law, and also any person ~~relation~~ who is domiciled in the employee's individual's household.

Commission means the ethics commission.

Conflict of interest means a public official or municipal employee has an interest which is in substantial conflict with the proper discharge of his duties or employment in the public interest if he has reason to believe or expect that he or a close relative of his will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity. A public official or municipal employee does not have an interest which is in substantial conflict with the proper discharge of his duties in the public interest if any benefit or detriment accrues to him as a member of a business, profession, occupation or group to no greater extent than any other member of such business, profession, occupation or group. Conflict of interest exists if:

- (1) A public official or municipal employee or a close relative of such official or employee has a financial or personal interest in the outcome of any matter under consideration before him in his official capacity within or before his department or a board or commission of which he is a member.
- (2) A public official or municipal employee accepts employment which will either impair his independence or judgment with regard to his official duties or require him to disclose confidential information acquired by him in the course of his public duties.

Criminal misconduct means a violation of the law as defined in G.S. title 53.

Financial interest means any interest in the result of a discretionary public action in which an individual derives or expects that he will derive economic and/or pecuniary gain or loss to himself or a close

relative of the individual or to any organization in which said individual and his close relatives hold a five percent or more ownership interest.

Gift means a payment, subscription, advance, forbearance, rendering of service, deposit of money, or anything of value unless consideration of equal or greater value is transferred in its place. The term "gift" shall not include a political contribution otherwise reported as required by law; services provided to support a political candidate or political party without compensation by persons volunteering their time; a commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business; anything of value received because of a family or other close personal relationship with the donor; food or beverage or both, consumed on a single occasion, the cost of which is less than \$50.00 per person per calendar year; an occasional non-pecuniary gift, insignificant in value; an award publicly presented in recognition of public service or any gift which would have been offered or given to him if he were not a public official or municipal employee.

Municipal employee means an individual working for salary or wages from the town, including board of education employees, whether on a part-time or full-time basis and whether a member of the classified or unclassified service but does not include the town manager or the town attorney. The services performed by this individual are controlled by the town not only as to result to be accomplished by work but also as to details and means by which result is accomplished.

Person means an individual, a business, corporation, union, association, firm, partnership, committee, club or other organization or group of persons.

Personal interest means an interest in either the subject matter or a relationship with the parties involved in a matter before the commission, board of department which may impair the impartiality expected of any such employee or official.

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Public official means any elected town officer and any individual, including the town manager and the town attorney, appointed to any town office, commission, board or department by the town council, board of education or the town manager.

Sec. 2-122 – Declaration of Policy

- (a) The proper operation of the municipal government of the town requires that all public officials and municipal employees, whether elected or appointed, paid or unpaid, shall be impartial and responsive to the public interest; that public office and employment should not be used for personal gain or advantage; and that the public have confidence in the integrity of municipal government. Public office is a trust conferred by public authority for a public purpose. Public officials and municipal employees should not place themselves in positions where private interests conflict with public duty. The administration of legislative or quasi-judicial power demands the highest public confidence. Anything which tends to weaken such confidence and to undermine the sense of security of individual rights which the citizen is entitled to feel is against public policy.
- (b) In recognition of these principles and pursuant to G.S. §§ 7-148(c)(10)(B) and 7-148h there is hereby established a code of ethics for all public officials and employees, paid or unpaid, of the town.

Sec. 2-123. - Establishment of ethics commission. (a)

- (a) *Commission created; general powers.* In accordance with the provisions of G.S. § 7-148h there is hereby created an ethics commission. This commission is empowered to investigate allegations of unethical conduct, corrupting influence, illegal activities or other behavior that would reflect adversely against the town levied against any municipal official, officer or employee. Allegations of criminal misconduct or violations of the state penal code will be referred to the division of police or state attorney's office upon receipt by the commission. This commission may issue subpoenas or subpoenas duces tecum, enforceable upon application to the superior court, to compel the attendance of persons at hearings and the production of books, documents, records and papers.
- (b) *Composition.* The commission shall be comprised of seven resident electors, none of whom shall serve the town in any other capacity, either as an elected or appointed member of a commission or board or be town employees or employees of the town board of education. Two of the appointed members will be designated as alternates by the town council. All members shall be appointed by majority vote of the town council. Of the five regular members, no more than two shall be of the same political party.
- (c) *Appointments.* All appointments to the commission shall be for overlapping terms of two years. Any regular member having served three consecutive two-year terms shall be ineligible for reappointment to the board for a period of two years. For individuals filling a vacancy, consecutive years of service shall commence with the beginning of the next appointment term. The two alternate members may fully participate in all hearings and discussions but may not vote unless a regular member steps aside or is not present at the time of the vote. No more than five members shall ever vote on any decision of the commission and, to be eligible to vote, the members must have been in attendance at all meetings at which relevant testimony was presented. A person will not be disqualified from serving on the commission if he has a member of his immediate family employed by the town or the town board of education; however, if an accused person is a family member or family member's supervisor or employed in the same department as a member of his family the commission member will be disqualified from voting and participating in the probable cause and formal hearing process on that particular matter. No member of the commission shall (i) hold or seek any public office or any office in a political party or political committee or be a paid lobbyist or salaried employee of any organization or association organized primarily for the purpose of influencing legislation or decisions of public agencies, nor (ii) shall have been so employed or engaged for a one-year period prior to his appointment.

Sec. 2-124. - Adoption of rules of procedure.

The commission shall adopt rules of procedure and regulations which it deems necessary to carry out the intent of this ordinance and the same and any amendments thereto shall be filed in the office of the town clerk and be available for public inspection. The discussions of the commission held in executive session are to be confidential. The minutes of the commission are public information and will be made available to the public through the town clerk's office.

Sec. 2-125. - Procedure for receiving and hearing complaints. (a)

(a) *Generally.* The commission shall receive complaints from any person of any alleged violation of the code of ethics. Any complaint received by the commission must be in writing on a form prescribed by the commission and signed under oath by the individual making said complaint before:

- (1) A judge of a court of record or a family support magistrate;
- (2) A clerk or deputy clerk of a court having a seal;
- (3) A commissioner of deeds or town clerk;
- (4) A notary public;
- (5) A justice of the peace; or
- (6) An attorney admitted to the bar of this state, ~~he shall be in violation of this section.~~

If the person intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official function, he shall be in violation of this section.

(b) Notices and investigations. Upon receiving a complaint of an alleged violation of the code of ethics, the commission shall, within ten business days (excluding weekends and holidays), notify in writing the person about whom said complaint has been filed, advising the concerned person of the specific nature of the complaint made and being investigated by the commission, and enclosing therewith a copy of the complaint. The commission shall make a probable cause investigation of the validity of the complaint including interviews or discussions with the complainant, town personnel or members of other public or private agencies. This probable cause investigation shall be held in compliance with G.S. § 7-148h, ~~and § 1-82a.~~ Not later than three business days after termination of the investigation, the commission shall inform the complainant and the respondent of its finding and provide them a summary of its reasons for making the finding. At any time after the receipt of a complaint, the commission may dismiss the complaint after finding there is no justification for such complaint; such notice of dismissal outlining its finding and summary of its reasons for making that finding, shall be given, in writing, to the complainant and the respondent. If the investigation finds that there is probable cause to believe that a provision of this Article has been violated, the commission by an affirmative vote of at least four members shall set a date for a hearing held in accordance with Rules of Procedure adopted by the Commission. ~~determine within 30 days after the mailing of the notice of such complaint whether a hearing is required. All hearings shall commence within 37 days after the receipt of the complaint by the commission.~~

(c) *Hearings.* In the event a hearing is held, the person against whom such complaint is filed shall have the right to counsel, to confrontation of all witnesses, to cross examination and to present

evidence on his behalf. The hearing will be held in open session. The hearing shall be conducted with no less than four members of the commission in attendance.

(d) *Enforcement officer and hearing officer.* The ethics commission may retain an ethics code enforcement officer, who shall be an attorney licensed to practice law in the state and who shall be selected by the town attorney. Such enforcement officer shall be available to assist the ethics commission by investigating complaints. In the event that a hearing is held after a finding of probable cause, the commission may retain a hearing officer, who, as in the case of the enforcement officer, shall be an attorney licensed to practice law in the state and who shall be selected by the town attorney. Such hearing officer shall attend the hearing and rule on all matters concerning the application of the commission's rules of procedure and the scope of the inquiry, as well as such other questions as may arise during the course of the hearing. Both the enforcement officer and the hearing officer shall be compensated on a per diem, case by case, basis. Neither of the above described officers shall have a vote in any decision of the commission.

Sec. 2-126. - Report of recommendations to town council. (a)

- (a) If an elected official or a council-appointed individual is the subject of the hearing, the commission shall report to the town council its findings as to a violation of the code of ethics, together with recommendations as to the disposition to be made.
- (b) If a municipal employee under the supervision of the town manager or a manager-appointed official is the subject of the hearing, the commission shall report in writing to the town manager its findings as to a violation of the code of ethics, together with recommendations as to disposition to be made.
- (c) If an employee or public official under the supervision of the board of education is the subject of the hearing, the commission shall report in writing to the board of education its findings as to a violation of the code of ethics, together with recommendations as to disposition to be made.
- (d) The town council, town manager or board of education shall meet with the commission to consider such findings in open session. The council, town manager or board of education shall then determine what disposition shall be made; such decision shall be made within 30 days of the issuance date of the ethics commission's findings and recommendations. Violation of any provisions of this division should raise conscientious questions for the council member or other public official or municipal employee concerned as to whether voluntary resignation or other action is indicated to promote the best interests of the town.
- (e) Violations by members of the classified service constitute a cause for suspension, removal from office or employment or other disciplinary action by the town manager. Sanctions shall include, but not be limited to, suspension, censure, recommendations to the town manager of dismissal of an employee, removal of an appointed official by the appointing authority and public recommendation to an elected official that he resign from office. Notification of such disposition shall be given orally immediately to the person about whom said complaint has been filed and in writing by certified mail, to said person within 30 days after receipt of the report by the town council, town manager or board of education from the commission.

Sec. 2-127. - Notice.

- (a) All notices required under this division shall be sent by registered or certified mail, return receipt requested.
- (b) The mailing address of the ethics commission shall be P.O. Box 419c/o Town Manager 820 Enfield Street, Enfield, CT 06083-0419 and forwarded unopened to the Chair of the Ethics Commission. Correspondence may be opened only by the commission chair or his designee.

Sec. 2-128. - Conflicts of interest.

Any public official or municipal employee who, in the discharge of his official duties, would be required to take an action that would affect a financial interest of himself or a close relative of his or a business in which he and his close relatives have an ownership interest of five percent or more, shall be excused from voting or deliberating or taking action on the matter if he so requests, but if he does not make such request, he shall, if he is a member of a legislative body, town commission or board, prepare a written statement signed under penalty of false statement describing the matter requiring action and the nature of the potential conflict and explaining why, despite the potential conflict, he is able to vote and otherwise participate fairly, objectively and in the public interest and deliver the original written statement to the town manager who will forward it to the ethics commission and enter a copy of the statement in the minutes of the body, commission or board of which he is a member. If he is not a member of a legislative body or board or commission, he shall prepare a written statement signed under penalty of false statement describing the matter requiring action and the nature of the potential conflict and deliver a copy of the statement to his immediate superior who shall assign the matter to the ethics commission.

Sec. 2-129. - Code of ethics.

- (a) *Generally.* The requirements herein set forth shall constitute a code of ethics establishing reasonable standards and guidelines for the ethical conduct of public officials and municipal employees. Such ethical conduct may separately involve the effect of a particular action and the intent of the parties involved, with the commission investigating and reporting on both. The following enumeration of certain activities does not eliminate unethical activities not listed in this division. Allegations of unethical conduct, corrupting influence or illegal activities levied against any municipal official, officer or employee except as hereinafter mentioned will be investigated by the commission. All professional employees and officials of the town including, but not limited to, accountants, attorneys, engineers and school teachers, shall also be required to conform to the canons or code of ethics of their profession. Allegations or complaints concerning sworn police officers and animal control officers, excluding all officers above the rank of lieutenant, received by the commission will be referred to the director of public safety for investigation and disposition in accordance with the procedures authorized in the Enfield Police Manual and Chapter V, Section 10 of the Town Charter. A record of such referrals will be maintained by the commission. The chief of police will notify the director of public safety and the commission of the results of such investigation and final disposition of the matter.
- (b) Interest in contract or transaction. No public official or municipal employee having the power or duty to perform an official act or action related to a contract or transaction which is or may be the subject of an official act or action of the town shall:

- (1) Have or thereafter acquire an interest in such contract or transaction;
- (2) Have a financial interest in any business entity representing, advising or appearing on behalf of any person involved in such contract or transaction;
- (3) Have solicited or accepted present or future employment with a person or business entity involved in such contract or transaction;
- (4) Have solicited, accepted or granted a present or future gift, favor, service or thing of value from or to a person involved in such contract or transaction; or
- (5) Have encouraged, made or accepted any ex parte or unilateral application or communication where a determination is to be made after a public hearing and such public official or municipal employee fails to make the contents of the communication a part of the record.

(c) *Preacquisition of interest.* No public official or municipal employee with respect to any contract or transaction which is or may be the subject of an official act or action of the town shall acquire an interest in or affected by such contract or transaction at a time when the public official or municipal employee believes or has reasons to believe that it will directly or indirectly be affected by an official act or action of the town.

(d) *Disclosure of information.* No public official or municipal employee with respect to any contract or transaction which is or may be the subject of an official act or action of the town, shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the town, or use such information to advance the financial or other private interest of himself or others. All matters discussed in executive session shall be confidential information.

(e) *Incompatible service.* No public official or municipal employee shall engage in or accept private employment or render service, for private interest, when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair his independence of judgment or action in the performance of his official duties, unless otherwise permitted by law.

(f) *Appearances.* No public official or municipal employee shall appear on behalf of any private person, other than himself, his spouse, parents or minor children before any town agency, board or commission except, in the case of municipal employees, with the written approval of the town manager when the manager deems such appearance to be in accordance with the employee's employment responsibility and in accordance with established town council policies. However, a member of the town council may appear before town agencies, boards or commissions on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations. Neither the town manager nor any municipal employee shall use his position in behalf of any political party.

(g) *Public contracts.* No public official or municipal employee who, in his capacity as such official or employee, participates in the making of a contract in which he has a financial interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on his part, shall enter into any contract with the town unless:

- (1) The contract is awarded through a process of public notice and competitive bidding;

or

(2) The town manager waives the requirement of this section after determining that it is in the best interest of the town to do so and immediately notifies the town council of said waiver.

(h) *Public property.* No public official or municipal employee shall request or permit the unauthorized use of town owned vehicles, equipment, materials or property for personal convenience or profit.

(i) *Special treatment.* No public official or municipal employee shall seek or grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen. No member of the classified service shall seek any special consideration regarding his employment from a member of the town council.

(j) *Later case interest.* No public official or municipal employee shall, for a period of ~~two years~~ one year, after the termination of service or employment with the town, appear before any board, commission, committee or agency of the town in relation to any case, proceeding or application in which he personally participated during the period of his service or employment, or which was under his active consideration.

(k) *Disclosure of interest in legislative action.* Any member of the town council or other town board or commission who has a financial interest or personal interest in any proposal before the council or a town board or commission shall disclose on the record of the council, board or commission ~~the nature and extent existence of such an~~ interest. Any other public official or municipal employee who has a financial or personal interest in any proposed legislative action of the council or the commission and who participates in discussion with or gives an official opinion or recommendation to the council or the commission, shall disclose on the record of the council or the commission the nature and extent of such interest.

(l) *New public official and employees to receive copy of this division.* Prior to any public official taking office or municipal employee beginning employment he shall receive from the town clerk, and give written receipt for, a copy of this division and he shall immediately read and otherwise familiarize himself with the terms of this division. Where any public official or municipal employee has a doubt as to the applicability of any provisions of this division to a particular situation or as to the definition of terms used herein, he may apply, in writing, to the town's ethics commission for an advisory opinion. Such opinion until amended or revoked shall be binding on the town, public officials and municipal employees in any subsequent actions concerning the public official or municipal employee who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. Any advisory opinion issued by the ethics commission shall be made publicly where such disclosure will not violate the law.

(m) *Town manager to establish procedure.* The town manager shall cause to be established a procedure to familiarize elected and appointed officials with the duties and responsibilities of their positions. The town manager shall prepare a written report outlining such activities for the prior year and plans for the coming year and submit said report to the town council during the month of January each year.

Town of Enfield**Application for Vacancy on Boards, Agencies & Commissions**

Date: 10/17/2014
Name: Stephen Moriarty
Address: 24 Sidor Dr
Telephone No. (Home): 860-749-8710 (Work): NA
Occupation: Retired E-Mail: theecoartisan@live.com
Registered Voter: ☒ Yes ☐ No Party Affiliation: Republican

Board, Commission or Agency
Interested in: Clean Energy Committee

☒ New Appointment ☐ Reappointment

Please outline your qualifications and how you feel you would contribute to the committee or commission:

I have served for 5 years on the Enfield Clean Energy Committee.

Have you ever served on a Board, Commission or Agency in Enfield or elsewhere? ☒ Yes ☐ No

If so, please state name of Board, Commission or Agency and time server:

Enfield Clean Energy Committee Enfield Area 51 Cable TV Committee

If this is a reappointment, please list the number of meetings attended during the last 12 months:

If the committee or commission which you requested has no more vacancies, would you consider appointment to another committee or commission? ☐ Yes ☐ No

Town of Enfield**Application for Vacancy on Boards, Agencies & Commissions**

Date: 10/20/2014
Name: Robert Gillespie
Address: 36 Walnut St
Telephone No. (Home): 860-741-2313 (Work): 860-560-6972
Occupation: Electrician E-Mail: bobg1964@cox.net
Registered Voter: ☒ Yes ☐ No Party Affiliation: Republican

Board, Commission or Agency
Interested in: Planning & Zoning Commission

☒ New Appointment ☐ Reappointment

Please outline your qualifications and how you feel you would contribute to the committee or commission:

Life long resident, retired firefighter from town, involved in the construction field over 20 years.

Have you ever served on a Board, Commission or Agency in Enfield or elsewhere? ☐ Yes ☒ No

If so, please state name of Board, Commission or Agency and time server:

If this is a reappointment, please list the number of meetings attended during the last 12 months:

If the committee or commission which you requested has no more vacancies, would you consider appointment to another committee or commission? ☒ Yes ☐ No



TOWN OF ENFIELD

APPLICATION FOR VACANCY ON AGENCIES, BOARDS & COMMISSIONS

Name MARY ELLEN KURASKA Date 10-31-14

Address 5 SURREY LANE

Telephone (Home) (860) 749-7886 (Work) RETIRED

Email Address _____ Occupation _____

Registered Voter X (Yes) _____ (No) Party Affiliation REPUBLICAN

Agency, Board, or Commission Interested In: _____

THE HOUSING AUTHORITY OF THE TOWN OF ENFIELD

New Appointment _____ Reappointment X

If this is a reappointment, please list the number of meetings attended during the last 12 months. 10

Please outline your qualifications and how you feel you would contribute to the Agency, Board or

Commission. CURRENTLY VICE-CHAIRMAN OF THE HOUSING

BOARD. RETIRED WITH 25 YEARS SERVICE WITH

ENFIELD PUBLIC HOUSING. I HAVE THE

EXPERIENCE & KNOWLEDGE TO BEST SERVE

THE BOARD AS COMMISSIONER.

Have you ever served on an Agency, Board or Commission in Enfield or elsewhere? NO

If yes, please state the name of the Agency, Board or Commission and the time served. _____

If the Agency, Board or Commission which you requested has no mo
appointment to another? NO

**THANK YOU FOR YOUR
INTEREST IN THE
TOWN OF ENFIELD**

PLEASE MAIL TO:

TOWN MANAGER'S OFFICE
TOWN OF ENFIELD
820 ENFIELD STREET
ENFIELD CT 06082

OR FAX to 253-6310

